



All correspondence should be addressed to the Managers
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5 January 2004

TO ALL MEMBERS

Dear Sirs

MEMORANDUM & ARTICLES OF ASSOCIATION

At the request of the Committee, the Managers have carried out a further review of the Association's governing constitution, known in the UK as a company's "Memorandum & Articles of Association". This review identified a number of areas for potential improvement and clarification, as well as modernisation and clearer drafting of certain provisions.

The changes proposed by the Managers were reviewed and approved by the Committee at its meeting on 15 October 2003, with further enhancements being suggested by the Committee at the meeting. The Committee also authorised the calling of an Extraordinary General Meeting on Wednesday 28 January 2004, for the purpose of obtaining support from the membership for the proposed changes.

Attached to this circular therefore is a formal Notice of the Extraordinary General Meeting called by the Committee, which also lists the proposed changes.

The proposed changes to the Memorandum of Association are very limited. Although the changes proposed to the Articles of Association are far more extensive, many are relatively minor, but there are material revisions to terminology, as well as a fairer distribution of membership rights, in relation to Co-assureds. Other changes include the introduction of the right of the Committee to meet by means of tele and video conferencing; updating of the provisions relating to communication between the Association and its members and the service of notice; and revised and extended indemnities to protect both members of the Committee and members of the Association in certain limited circumstances.

Yours faithfully
A BILBROUGH & CO LTD
(MANAGERS)



THE LONDON
STEAM-SHIP OWNERS'
MUTUAL INSURANCE ASSOCIATION LIMITED

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NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that an EXTRAORDINARY GENERAL MEETING of the MEMBERS OF THE ASSOCIATION will be held at the REGISTERED OFFICE of the Association, 50 LEMAN STREET, LONDON, E1 8HQ at 12:30 p.m. on WEDNESDAY, 28th JANUARY 2004, or as soon thereafter as the separate meeting of the members of Class 8 called for that day is finished, for the purpose of amending the Company's Memorandum and Articles of Association.

The following Resolutions, together with any amendments thereto proposed at the meeting, will be considered, and if thought fit, passed as Special Resolutions of the Company, to be effective from noon G.M.T. on the 20th day of February 2004:

1. THAT the Association's Memorandum of Association be and is hereby amended as follows:
 - 1.1 By renumbering existing Objects 4(T) and 4(U) as Objects 4(V) and 4(W).
 - 1.2 By inserting the following as new Objects 4(T) and 4(U):
 4. (T) To make discretionary payments to the members and former members of the committee of the Association.
 - (U) To make discretionary payments to the members and former members of the Association.

2. THAT the Association's Articles of Association be and they are hereby amended as follows:
 - 2.1 By the addition/amendment/deletion of the following Meanings in Article 1:

WORDS	MEANINGS
Co-assured	Persons whose application as Co-assureds (as defined in the Rules of the relevant Class) or Joint Insured Owners (as defined in the Rules of the relevant Class) for insurance of their respective interests in the same Ship has been accepted by the Association.
Other Assured	Persons to whom the benefit of another person's insurance with the Association is agreed to be extended by the Association as an Other Assured (as defined in the Rules of the relevant Class).
The Classes	The Protecting and Indemnity Class, the War Risks Class and the Freight, Demurrage and Defence Class and "Class" means any one of them.
The Indemnity Class	Class 6, The Indemnity Class of the Association.
The Rules	The Rules of the Protecting and Indemnity Class and/or of the War Risks Class and/or of the Freight, Demurrage and Defence Class, in force at the date of the adoption of these Articles or as respectively made, altered or added to from time to time as hereinafter provided.
The Strikes Class	Class 9, Strikes, Divisions I and II of the Association.

- 2.2 By the addition of the following paragraph in Article 1:
In these Articles 'address' in relation to Electronic Communication includes any number or address used for the purposes of such Communications.
- 2.3 By deletion of Article 3 and substitution of the following:
3. (A) A person (if not already a member of the Association) shall become a member of the Association following the acceptance by the Association of an application made by or on behalf of such person for insurance of that person's insurable interest in any Ship and as from (and not before) the date of commencement of such insurance provided that no person shall by virtue of being an Other Assured be entitled to be a member of the Association and not more than one Co-assured in respect of the same entry of a Ship shall be entitled to be a member of the Association.
- (B) A member shall cease to be a member ipso facto:-
- (i) in the case of an individual, upon his death;
 - (ii) if the member shall cease to have any Ship entered in the Association for insurance; or
 - (iii) if the Committee shall pursuant to Article 19 resolve that the member shall cease to be a member.
- Provided always that such member, his estate and legal personal representatives shall be and remain liable to pay to the Association all such contributions and moneys as under these Articles or the Rules such member is expressed to be liable to pay.
- (C) Every member of the Committee whilst holding office as such shall ex officio be a member of the Association and of each of the Classes of the Association.
- (D) Membership shall not be transferable nor transmissible.
- 2.4 By deletion of Article 4 and substitution of the following:
4. The Association shall in its absolute discretion be entitled to refuse any application for insurance without stating reasons, whether or not the applicant is already a member of the Association.
- 2.5 By deletion of Article 5 and substitution of the following:
5. Where there are Co-assureds in respect of a Ship entered in any Class of the Association for insurance, notwithstanding that only one of such Co-assureds may be a member of the Association in respect of the same entry, all such Co-assureds shall be jointly and severally liable with the member of the Association who has an insurable interest in that Ship in respect of any amount due to the Association from the member of the Association pursuant to these Articles or the memorandum of association of the Association.
- 2.6 By deletion of Article 6 and substitution of the following:
6. (A) The following Classes exist and are in operation within the Association:-
- (1) Class 5 : Protecting and Indemnity.
 - (2) Class 7 : War Risks.
 - (3) Class 8 : Freight, Demurrage and Defence.
- (B) The Rules of each such Class shall remain in force subject to any alterations or additions thereto made as hereinafter provided.
- (C) The Rules of a Class may be altered or added to by Ordinary Resolution passed at a separate meeting of the members of that Class and with the sanction of the Committee but so that this provision shall be without prejudice to the powers conferred upon the Committee by the three next succeeding Articles hereof.
- 2.7 By deletion of Article 7 and substitution of the following:
7. The Committee shall have power to make or alter rules (which shall be deemed to be part of the Rules) respecting the form of contracts of carriage to be entered into concerning the employment of Ships entered in any Class of the Association and/or to adopt as Rules the rules, by-laws or decisions passed or arrived at by any society, organisation, committee or association respecting the form of such contracts of carriage, and upon the Association giving notice in writing or by Electronic Communication thereof to the members of any such Class, the same shall be and become binding upon such members. The accidental omission to give such notice to

or the non-receipt of such notice by any member shall not invalidate such Rules or any alteration thereof.

- 2.8 By deletion of Article 10 and substitution of the following:
10. Any Class may be discontinued or wound up and any new class may be instituted at such time, in such manner and upon such terms as may be directed by the Committee and in the event of the discontinuance or winding up of any class the Committee may, without limitation and notwithstanding anything contained in these Articles or the Rules, transfer all or any of the assets of that class to any other class and/or distribute all or any of such assets to any existing and/or former members and/or Co-assureds of that class and/or any other class, in each case in such proportions as the Committee sees fit.
- 2.9 By deletion of Article 11 and substitution of the following:
11. The business of each Class shall, subject to these Articles, be conducted according to the Rules of such Class.
- 2.10 By deletion of Article 12 and substitution of the following:
12. A separate account shall be kept for each Class to which shall be debited all payments necessarily or properly made by or on behalf of the Association in connection with that Class including all payments of claims, expenses and other outgoings. There shall also be debited to the separate account of each Class such proportion of the general expenses of the Association as the Committee may determine.
- 2.11 By deletion of Article 13 and substitution of the following:
13. The funds necessary to meet the amounts debited to the separate account of a Class and the funds thought proper to meet, provide for and reserve against outstanding, anticipated and future claims, expenses and outgoings shall be provided by contributions to be made by the members and their respective Co-assured(s) insured in such Class in accordance with the Rules of such Class, and it shall be lawful for the Committee from time to time to direct that contributions shall be paid to the Association by such members and Co-assureds accordingly. Any such contribution may be made payable in one amount or by instalments.
- 2.12 By deletion of Article 14 and substitution of the following:
14. All policies of insurance underwritten on behalf of any Class shall be underwritten in the name of the Association, but no person shall, in respect of insurance in any Class, be liable to pay or entitled to receive any money in respect of any insurance in any other Class.
- 2.13 By deletion of Article 15 and substitution of the following:
15. Every engagement or liability of a member and/or a Co-assured in respect of any insurance shall for all purposes relating to enforcing such engagement or liability be deemed to be an engagement or liability by or on the part of such member and/or Co-assured to the Association, and not to any other member, other Co-assured or other person and all moneys payable thereunder shall be paid to the Association and shall be the property of the Association and not of any member or other person.
- 2.14 By deletion of Article 16 and substitution of the following:
16. All claims in respect of insurance shall be made and enforced against the Association only, and not against any member or Co-assured, and members and/or Co-assureds only shall be entitled to make and enforce such claims on the Association. The Association shall not be liable to any member, Co-assured or other person for the amount of any loss, claim or demand, except to the extent of the funds which the Association is able to recover from the members, Co-assureds or other persons liable for the same and which are applicable to that purpose.
- 2.15 By deletion of Article 17 and substitution of the following:
17. All payments to or by the Association in respect of any insurance in any Class shall be due to or made by the Association, but shall be accounted for or charged to, as the case may be, the separate account of such Class. All such payments made to the Association shall be the property of the Association and not of any member, Co-assured or other person. In case the Association shall incur any costs or expenses whatsoever and howsoever incurred (including in or for any legal proceedings or

arbitration) in respect of the business of a particular Class, such costs and expenses shall be charged to the separate account of such Class.

2.16 By deletion of Article 19 and substitution of the following:

19. In the event of any member and/or his respective Co-assured(s) making default in payment of any contribution due from them for insurance in a Class, the same shall (subject to the provisions of the last preceding Article) be paid by such of the other members and their respective Co-assured(s) entered for insurance in such Class as is or may be prescribed by the Rules of such Class rateably in proportion to the contributions last due from them respectively, and payment may be enforced in the name of the Association. Each member and/or Co-assured who may for the time being be entitled to receive from any Class any payment in respect of any loss, claim or demand shall bear and contribute the proportion thereof due in respect of any Ship entered by him or on his behalf in such Class, including the Ship in respect of which the loss, claim or demand arises. Where a member and/or his Co-assured(s) makes a default in payment of any contribution due from them, the Committee may at any time resolve that such member shall cease to be a member.

2.17 By deletion of Article 20 and substitution of the following:

20. The Committee may, upon payment of such amount to the Association as they shall think proper, release any member and/or Co-assured from liability to contribute in respect of any Ship which is or has been insured in any Class. The amount so paid shall be credited to the separate account of the Class, or otherwise applied for the purposes of the Association, as the Committee at their discretion may determine.

2.18 By deletion of Article 30 and substitution of the following:

30. The Chairman (if any) of the Committee, or in his absence a Vice-Chairman, or in the absence of both of them some other member of the Committee nominated by the Committee, shall preside at every General Meeting, but if at any meeting neither the Chairman nor a Vice-Chairman nor such other member of the Committee be present within fifteen minutes after the time appointed for holding the same, or if none of them be willing to act as Chairman, the members of the Committee present shall choose one of their number to be Chairman, or if no member of the Committee be present, or if all the members of the Committee present decline to take the chair, the members present and having the right to vote at the meeting shall choose some member present to be Chairman.

2.19 By deletion of Article 35 and substitution of the following:

35. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a further or casting vote.

2.20 By deletion of Article 36 and substitution of the following:

36. Every member who is present in person and entitled to vote at the meeting shall have one vote on a show of hands, and upon a poll every member present in person or by proxy and entitled to vote at the meeting shall have one vote.

2.21 By deletion of Article 37 and substitution of the following:

37. A corporation which is a member of the Association may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association, or at any separate meeting of the members of a Class, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Association.

2.22 By deletion of Article 38 and substitution of the following:

38. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in mental disorder, may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person in the nature of a receiver or curator bonis appointed by such court, and such receiver, curator bonis or other person may on a poll vote by proxy, provided that such evidence as the Committee may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which such person claims to vote and in default the right to vote shall not be exercisable.

- 2.23 By deletion of Article 39 and substitution of the following:
39. No member shall, unless the Committee otherwise determine, be entitled to vote at any General Meeting, either personally or by proxy, or to exercise any privilege as a member unless all sums presently due from him and his respective Co-assured(s) to the Association have been paid.
- 2.24 By deletion of Article 46 and substitution of the following:
46. The Committee may at the expense of the Association send, by post or otherwise, to the members instruments of proxy (with or without stamped envelopes for their return), for use at any General Meeting or at any separate meeting of the members of any Class, either in blank or nominating in the alternative any one or more persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Association, such invitations shall be issued to all (and not to some only) of the members entitled to be sent a notice of a meeting and to vote thereat by proxy.
- 2.25 By deletion of Article 47 and substitution of the following:
47. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, mental disorder or revocation shall have been received by the Association at the office three hours at least before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.
- 2.26 By deletion of Article 48 and substitution of the following:
48. The Committee may at any time call a separate meeting of the members of any Class. A separate meeting of the members of any Class shall also be convened on the requisition in writing of members of such Class representing not less than one-tenth of the total voting rights of all the members of that Class having at the date of deposit of the requisition a right to vote at separate meetings of the members of that Class and all the provisions of the Statutes shall, mutatis mutandis, apply to any such requisition as if such requisition were in respect of an Extraordinary General Meeting of the Association. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Association or to the proceedings thereat shall, mutatis mutandis, apply, except that:-
(A) Not more than seven clear days' notice of any such meeting shall be required.
(B) Five members of the Class present in person and having the right to vote at the meeting shall be a quorum but if the Class has less than five such members the quorum shall be such lesser number.
(C) If at any adjourned meeting a quorum is not present those members of the Class who are present in person or by proxy and entitled to vote at the meeting shall be a quorum.
- 2.27 By deletion of Article 51 and substitution of the following:
51. The remuneration payable to members of the Committee may be determined by the Committee from time to time and may include an annual Committee fee together with an attendance fee payable to those present at each meeting of the Committee or its duly appointed sub-committees and such other fees as the Committee may from time to time decide. Provided that a member of the Committee holding or who held office for a part only of the relevant year shall be entitled only to a proportionate part of what he would have received had he held office for the whole of the year.
- 2.28 By deletion of Article 52 and substitution of the following:
52. The members of the Committee and its sub-committees shall also be entitled to be paid all travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as members of the Committee or its sub-committees, including their expenses of travelling to and from meetings of the Committee or sub-committees of the Committee or General Meetings.
- 2.29 By deletion of Article 53 and renumbering Articles 54 to 79 as Articles 53 to 78.

- 2.30 By deletion of current Article 61 and substitution of the following:
60. The office of a member of the Committee shall be vacated:-
- (A) If he becomes bankrupt or makes any arrangement or composition with his creditors generally.
 - (B) If he becomes of unsound mind.
 - (C) If he ceases to be a member of the Committee, is removed as a member of the Committee or is prohibited from being a member of the Committee, pursuant to any provision of the Statutes or these Articles.
 - (D) If he resigns his office by notice in writing or using Electronic Communication to the Association.
 - (E) If having retired in accordance with Article 59 and being eligible for re-appointment is not re-appointed at the relevant Annual General Meeting.
- 2.31 By deletion of current Article 64 and substitution of the following:
63. The business of the Association shall be managed by the Committee, who may exercise all such powers of the Association, and do on behalf of the Association all such acts as may be exercised and done by the Association and as are not by the Statutes or by these Articles required to be exercised or done by the Association in General Meeting or by a separate meeting of the members of a Class, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Association in General Meeting, but no regulation made by the Association in General Meeting shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made.
- 2.32 By deletion of current Article 66(B) and substitution of the following:
65. (B) No member of the Committee may vote upon any proposal for entry in the Association of any Ship in which he is in any way interested or vote upon any claim against the Association in which he is any way interested.
- 2.33 By deletion of current Article 74 and substitution of the following:
73. The Committee may from time to time appoint and remove a Chairman and a Vice-Chairman or Vice-Chairmen. The Chairman, or in his absence a Vice-Chairman, shall preside at all meetings of the Committee but if no such Chairman or Vice-Chairman be appointed, or if at any meeting neither the Chairman nor a Vice-Chairman be present within fifteen minutes after the time appointed for holding the same, the members of the Committee present shall choose one of their number to be Chairman of such meeting.
- 2.34 By deletion of current Article 77 and substitution of the following:
76. All acts done by any meeting of the Committee or of a sub-committee of the Committee, or by any person acting as a member of the Committee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Committee or person acting as aforesaid or that they or any of them had vacated office, be as valid as if every such person had been duly appointed and had continued to be a member of the Committee.
- 2.35 By deletion of current Article 78 and substitution of the following:
77. The Committee shall cause minutes to be made of all proceedings of General Meetings of the Association and of separate meetings of members of Classes and of meetings of the Committee and its sub-committees and of the attendances thereat and of all appointments of officers made by the Committee. Any such minute, if purporting to be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting, shall be evidence of the proceedings.
- 2.36 By insertion of the following as Article 79:
79. A meeting of the Committee or a sub-committee of the Committee may consist of a conference between members who are not all in one place, but of whom each is able (directly or by telephonic or video communication) to speak to each of the others, and to be heard by each of the others simultaneously. A member taking part in such conference shall be deemed to be present in person at the meeting and the meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, as agreed between the members present at the meeting. The word "meeting" shall be construed accordingly.

- 2.37 By deletion of Article 80 and substitution of the following
80. The Secretary shall be appointed by the Committee for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. Anything by the Statutes required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary, or, if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Association authorised generally or specially for the purpose by the Committee: Provided that any provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a member of the Committee and the Secretary shall not be satisfied by its being done by or to the same person acting both as a member of the Committee and as, or in the place of, the Secretary.
- 2.38 By deletion of Article 83 and substitution of the following:
83. Any moneys for the time being in the hands of the Association and not immediately required to meet any claims, expenses and outgoings to which under these Articles or the Rules of any Class the same are applicable may be carried to such reserve or reserves as the Committee think proper, but so that (save as hereinafter provided) moneys representing contributions made by members and/or Co-assureds of any one Class shall be kept separate from moneys representing contributions made by members and/or Co-assureds of any other Classes. Any moneys for the time being standing to the credit of any reserve may be invested in such investments as the Committee think fit and moneys representing contributions made by members and/or Co-assureds of any one Class may be invested together with moneys representing contributions made by members and/or Co-assureds of any other Classes. Investment income earned on moneys representing contributions made by members and/or Co-assureds of a Class shall be the property of the Association and not the members and/or Co-assureds of that Class or any other members of the Association or any other Co-assureds of any other Classes or any other person and shall stand to the credit of that Class. Moneys standing to the credit of any reserve and representing contributions made by members and/or Co-assureds of a Class or investment income earned thereon may, on the recommendation of the Committee (but not otherwise), be applied for any purpose for which the funds of the Class may be properly applied or may, on the recommendation of the Committee (but not otherwise), be divided amongst the members and/or Co-assureds of such Class (including for the purposes of this Article, if thought fit, former members and/or Co-assureds of such Class). Such division shall be in such proportions and on such terms and conditions as may be provided by the Rules of such Class or as the members of such Class (excluding any former members) may by Extraordinary Resolution passed at a separate meeting of such members, determine.
- 2.39 By deletion of Article 87 and substitution of the following:
87. A copy of every balance sheet (including every document required by the Statutes to be annexed thereto) which is to be laid before the Association in General Meeting, together with a copy of the Auditors' report, shall, twenty-one days at the least before the date of the meeting, be sent to every member and to the Auditors either:-
- (A) By hand or by post to the registered address of the member or the Auditors; or
 - (B) By Electronic Communication to an address for the time being notified for that purpose to the Association.
- 2.40 By deletion of Article 91 and substitution of the following:
91. A notice or other document to be served by or on the Association under or in connection with these Articles must be served:-
- (A) By courier;
 - (B) By sending it through the post in a prepaid letter;
 - (C) By telex or facsimile; or
 - (D) By Electronic Communication.
- Such notices or other documents to be served by the Association on a member shall, subject to Articles 92 and 95, be sent to the member at his address in the register of members or at any address notified by him to the Association expressly or impliedly as his place of business or, if the entry of a Ship in the Association on behalf of a member is through a broker or other agent on behalf of that member or if the Association has

been notified that a broker or other agent is to be involved in any manner whatsoever with the entry of a Ship by or on behalf of that member, to that broker or agent at the address of any place of business of that broker or agent and such service shall be deemed to be service on the member.

Such notices or documents to be served on the Association shall be sent to the Association at the address of the Office.

- 2.41 By deletion of Article 92 and substitution of the following:
92. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give to the Association an address within the United Kingdom at which notices may be served upon him or an address to which notices may be sent using Electronic Communication shall be entitled to have notices served upon him at such address (or any other address as is referred to in Article 91), but save as aforesaid no member other than a member described in the register of members by an address within the United Kingdom shall be entitled to receive any notice from the Association.
- 2.42 By deletion of Article 93 and substitution of the following:
93. Any notice required to be given by the Association to the members or any of them and not provided for by or pursuant to these Articles shall be sufficiently given if given by advertisement which shall be inserted once in "Lloyd's List" or in "Fairplay".
- 2.43 By deletion of Article 94 and substitution of the following:
94. Any notice or other document to be served by or on the Association under or in connection with these Articles if served by post shall be deemed to have been served 24 hours after the letter containing the same was put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post as a prepaid letter. A notice given by advertisement shall be deemed to have been served on the day on which the advertisement appears. Any such notice or other document sent by courier shall be deemed to have been served at the time of delivery and any such notice or other document sent by telex or facsimile or contained in an Electronic Communication shall be deemed to have been served at the time it was sent and in proving service it shall be sufficient to prove that the notice or other document was duly despatched.
- 2.44 By deletion of Article 95 and substitution of the following:
95. Every successor, legal personal representative, receiver, curator bonis or other legal curator, trustee in bankruptcy or liquidator of a member shall be bound by a notice given as aforesaid if sent as aforesaid, notwithstanding that the Association may have notice of the death, mental disorder, bankruptcy, liquidation, incapacity or administration of such member.
- 2.45 By deletion of Article 96 and substitution of the following:
96. In the event of the Association being wound up (but not, for the avoidance of doubt, in the event of a Class of the Association being wound up), the assets of the Association remaining after payment of all the debts and liabilities of the Association and all costs, charges and expenses of winding up the same shall be distributed amongst the members of the Association and/or their Co-assured(s) in proportion to the amounts of the contributions payable by them respectively to the Association in relation to all Classes during the period of six years immediately preceding the commencement of the winding up of the Association and actually paid by them respectively and so that the certificate of the Liquidator as to the amounts of the contributions so payable and paid shall be conclusive.
- 2.46 By deletion of Article 97 and substitution of the following:
97. Subject to the provisions of the Statutes but without prejudice to any indemnity to which a member of the Committee may otherwise be entitled, every former and present member of the Committee, other officer, auditor or the Managers of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

2.47 By insertion of the following as Articles 98 and 99:

98. Subject to the provisions of the Statutes but without prejudice to any indemnity to which a member or former member of the Committee may otherwise be entitled, the Committee shall have the right, at its discretion, to indemnify every former and present member of the Committee out of the assets of the Association against all or any losses, liabilities, costs and expenses reasonably and directly incurred by that member or former member of the Committee in connection with any action taken by or on behalf of a third party for the purpose of enforcing or securing payment of a claim by that third party against the Association.
99. Without prejudice to any indemnity to which a member or former member of the Association may otherwise be entitled, the Committee shall have the right, at its discretion, to indemnify every former and present member of the Association out of the assets of the Association against all or any losses, liabilities, costs and expenses reasonably and directly incurred by that member or former member in connection with any action taken by or on behalf of a third party for the purpose of enforcing or securing payment of a claim by that third party against the Association.

By Order of the Committee,
A. BILBROUGH & CO. LTD.
(Managers)

5 January 2004

Note: A Member entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote in his place. A proxy need not be a Member of the Association.